



## Membership & Service Agreement v2.0 4/23/21

TinkerMill, a Colorado Nonprofit Corporation and \_\_\_\_\_, the entity or person identified on the signature page of this agreement ("Member" or "Licensee"), hereby agree that TinkerMill will provide to the Member a license to the shared TinkerMill facilities located in Longmont, Colorado. This Agreement is a Membership & License Agreement and **is not a lease or any other form of tenancy agreement**. TinkerMill and Member agree as follows:

**1. Duration of Agreement & Termination.** This Agreement is a Membership and shall commence on \_\_\_\_\_. This Agreement shall automatically renew on a month to month basis.

The Member or TinkerMill may terminate this Agreement any time with 30 days notice.

Notwithstanding the foregoing paragraph and notice period, TinkerMill reserves the right to terminate access to and use of TinkerMill's facilities at any time, immediately and without notice, if the Member fails to comply with any provision of this Agreement or TinkerMill's Policies and Procedures.

TinkerMill reserves the right to amend the Policies and Procedures document and Services Addendum from time to time and at its sole discretion. TinkerMill will notify Members of any changes to said rules and regulations in writing and prior to such rule changes taking effect.

Upon termination of this Agreement, Member access to TinkerMill facilities will revert to general public access. All advance fees, if any shall be justly prorated and returned to Member, along with deposits, within 90 days of the termination of this agreement. Personal items must be removed from TinkerMill within 15 days of the termination of this agreement, after which period they become property of TinkerMill.

**2. Services.** TinkerMill agrees to provide Member with secured entry access to non-exclusive, clean, well maintained equipment and workshop facilities, reasonable electrical power and wireless internet access.

**3. Member Obligations.** Member shall only use the facilities in accordance with TinkerMill Policies and Procedures. The shared facilities shall be kept in a neat, clean and attractive condition at all times. Member will not cause any damage to any part of TinkerMill, including unreasonable or inappropriate wear on equipment or damage to the building in which TinkerMill is located ("Building"). Unreasonable damage is the responsibility of the Member to correct (fix or pay to repair). Member shall not disturb the use and enjoyment of the Services by any other Member of TinkerMill or the use and enjoyment of the Building by any occupant of the Building. Member shall not use TinkerMill facilities for any inappropriate or unlawful activity including obscenity and use of material protected by intellectual property laws. Members shall not 'live' at the TinkerMill facilities at any time (sleep/eat/shower beyond one 24 hour day, though exceptions may be made during multi day hackathon events only). Member agrees to report violations of this agreement or TinkerMill policies to Shop Captains, management or members of the Board of Directors in a timely fashion.

**4. Fees.** Member agrees to make payments on a timely basis. Failure to make monthly payments will result in termination of this Agreement and revocation of Member's license to use the facilities. In addition, Member shall pay all reasonable third party fees (attorney's fees and debt collection fees specifically included) and other costs

incurred by TinkerMill in connection with any late payments or past due amounts.

**5. Risk of Use.** Member acknowledges that he/she is using the facilities at his/her own free will and decision. Member acknowledges that TinkerMill does not have any liability with respect to Member's access, participation in, use of the facilities, or any loss resulting from such participation or use.

TinkerMill and its respective board members, employees, volunteers, instructors, agents, contractors and officers shall not, to the extent permitted by law, be liable for, and the Member waives all right of recovery against TinkerMill and such individuals for any damage or claim with respect to any injury to person or damage to, or loss or destruction of, any property of Member, it's contractors, employees and invitees due to any act, omission or occurrence in or about TinkerMill or the Building. Except for gross or willful misconduct by TinkerMill, Member agrees to indemnify, defend, protect and hold TinkerMill and its respective board members, employees, volunteers, instructors, agents, contractors and officers harmless from and against all claims of whatever nature arising out of Member's use of the facilities and occupancy of TinkerMill. Members are strongly encouraged to carry insurance that covers their personal equipment while using the workspace at TinkerMill.

**6. Interruption of Service.** Member acknowledges that due to the imperfect nature of electronic communications, electronics and utilities, TinkerMill shall not be responsible for damages, direct or consequential, which may result from the failure of TinkerMill to furnish any of the Services. TinkerMill will, however, act in good faith and in a commercially reasonable manner in working to remedy any flaws in the facilities or equipment, or delays in providing access to the facilities or equipment to the Member.

**7. Relationship of the Parties.** Member is not an employee or contractor of TinkerMill. TinkerMill has no right to work produced by Members or guests working at TinkerMill. Members shall maintain all copyrights, patents and any other proprietary rights related to the Member's works that are created using the facilities.

**8. Partial Invalidity.** If any one or more of the provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

**9. Waiver.** No delay or omission on the part of TinkerMill in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of TinkerMill, nor shall any waiver of such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion. The acceptance by TinkerMill of any payment, or of a sum less than is due, shall not be construed as a waiver of any of TinkerMill's rights unless such waiver is in writing.

**10. THIS AGREEMENT IS NOT A LEASE AND DOES NOT CREATE OR REFLECT ANY FORM OF TENANCY OR INTEREST IN REAL PROPERTY IN FAVOR OF MEMBER.** This agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Colorado.

**11. No member under 21 may consume alcohol. Immediate termination of membership will result.**

---

#### **Policies and Procedures**

TinkerMill strives to provide a safe, productive and fun work environment for its members. In light of this mission, we ask you to obey the following policies and procedures for working in our facility. **Failure to comply with these policies and procedures can make our facilities dangerous or unwelcoming to others, and such actions on your part may result in your license being terminated without notice.** Please take them seriously. We reserve the right to change these policies and procedures as needed with sufficient notice to members. The Member agrees to abide by the TinkerMill Anti-Discrimination and Anti-Harrassment Policy, and Accepts the terms of the TinkerMill Corrective Action and DIsciplinary Policy. These policies are located on our policy page here <https://www.tinkermill.org/policies.html>

**We have three magical rules at TinkerMill**, and we have had them since we were founded. The first two really go hand in hand--politics and religion can be really divisive topics, so we ask you to leave them at the door and focus instead on what brings us together: making and learning and doing really cool things. The no sleeping rule has to do with personal safety and that we are not a licensed residential facility. Remember:

1. No Religion
2. No Politics
3. No Sleeping

**Individual Safety:** Obey all posted signs and literature pertaining to safe use of our facilities. These include but are not limited to signs regarding appropriate shop clothing and protective gear, techniques for safe equipment use, material specific precautions for equipment, and machine tool lockouts. Do not use equipment you are not comfortable with or trained to use. Our strong preference is that you not operate heavy machinery after normal hours without a partner in the facility; operate it individually at your own risk. Please ask for help if you are ever uncertain.

**Shared Safety Advocacy:** In a shared and open facility like ours, it is possible for less experienced members to operate equipment dangerously without knowing it. Please stay on the lookout for unsafe behavior, and approach and offer feedback to fellow members if you believe they are working unsafely. Please notify a shop captain, the Executive Director, or the Sergeant at Arms immediately if you believe any piece of equipment or infrastructure to be unsafe.

**Respectful Behavior:** Behave respectfully, courteously, and professionally to your fellow members in both in person and electronic interactions. No discrimination, harassment, defamation, or hate speech will be tolerated.

**Courtesy of Individual Spaces:** If you are licensing space from TinkerMill, please keep the space clean and orderly. Do not enter any individual work spaces that are not yours without explicit permission.

**Courtesy of Shared Spaces:** Keep noise levels to a respectful minimum for the comfort and enjoyment of those in the immediate area. No loud music, tool use or other noise will be permitted in the open areas without the explicit permission of the members around you. No fumes or flames are permitted in unventilated areas. Restore the shared spaces to be as clean or cleaner than when you found them. Please respect and do not interrupt any official TinkerMill activities or classes in the shared spaces.

**Presence:** Inactivity and lack of physical presence at our community facility can be detrimental to our mission and prevent others from using the space. Please inform us of any extended absences or extenuating circumstances that might prevent you from attending. Otherwise, we expect members to make regular use of our facilities.

**Guests:** Nonmember guests are permitted in TinkerMill as long as they do not use TinkerMill equipment or shared areas or interfere with other members. Guests and their actions are the sole responsibility of the host member.

**Tolerance of Feedback:** Please be open to constructive feedback from fellow members, especially when it pertains to safe use of our equipment or disrespectful communications or behavior.

**Safety and Workspace Conduct:** TinkerMill is a place to learn, teach and create. It is also a community workshop with a vast array of tools you can use as a member. It's important that you use the community tools in a way that's safe to yourself and others around you. Tools must be kept clean, functional, and available for your fellow members.

## **TinkerMill's General Safety Rules, Guidelines & Expectations**

1. All TinkerMill users must be properly certified to use any powered equipment or anything marked with "training required" signage.
2. Guests and Minors must follow this safety agreement and may not work at TinkerMill unattended.
3. If you do not know how to do something – ASK! Check with the one of the Shop Captains or an experienced member if you have any doubts about what you are doing.
4. All TinkerMill users must make proper use of work safety equipment:
  - a. Use specific safety equipment as defined in each of the TinkerMill equipment operation and safety workshops.
  - b. Safety glasses must be worn any time a TinkerMill user is working with powered equipment, chemicals, biological agents, electricity over 50 volts, hand tools, or is present in an active workspace containing the aforementioned safety hazards.
  - c. Ensure that all work areas are well lit while actively working on a project.
  - d. Non-slip closed toe shoes, long pants, and short sleeved shirts are recommended attire for being in the active workspace areas of TinkerMill. Certain shops have more restrictive policies.
5. All TinkerMill users must know the location and proper usage of, and make sure there is proper access to, all TinkerMill first aid and emergency safety equipment before starting any work at TinkerMill, this includes: eyewash stations, first aid kits, fire extinguishers, emergency showers, fire alarms, emergency phones, power cutoff switches, and electrical breaker panels.
6. All TinkerMill users will be expected to work at a pace that is safe for their abilities and not to cut corners.
7. Make it a standard practice to never work alone while using powered equipment, as it could lead to serious injury or death in the event of an emergency.
8. All ladders must be used with a spotter to hold the base the entire time the ladder user is on the ladder.
9. For machine maintenance refer to the appropriate TinkerMill equipment operation and safety workshops. TinkerMill members must never perform maintenance, including cleaning of a machine that they are not certified by TinkerMill to use.
10. All TinkerMill users are required to be aware of their surroundings.
  - a. Make sure your work area is safe and secure at all times.
  - b. If it seems wrong it probably is wrong, be aware of abnormal sounds, smells, heat, and vibrations coming from the machines. If you suspect that there is a problem, shut down the machine immediately, lockout the machine using appropriate procedure, and notify a shop captain immediately.
11. No TinkerMill user may use powered TinkerMill equipment while under the influence of, or while consuming, drugs or alcohol.
12. Failing to follow appropriate protocols as outlined in the TinkerMill equipment operation and safety workshops will result in a violation of this agreement. Always work in a proper area for your task.
  - a. An open flame may only be used outside or in designated areas.
  - b. Aerosols must only be used in well ventilated areas.
  - c. Welding must be done in a flash safe, fire safe environment.
  - d. Automotive work must be done in designated automotive areas.

### **TinkerMill Workspace Etiquette**

In order to promote a safer, low distraction environment, TinkerMill users are expected to:

1. Keep unnecessary conversation to a minimum in active workspace areas.
2. Avoid unnecessary loitering in an active manufacturing workspace.
3. Avoid leaning on the equipment
4. Don't use more space than you need.
5. Keep a clean and organized work environment.
6. Immediately report any damage to tools, machines, vises, etc.

### **Workspace Cleanliness Expectations**

1. All flammable liquids must be stored in the flammables cabinet or outside away from possible ignition sources.
2. Materials will be stored in such a way that they cannot become tripping hazards.
3. All excess material must be immediately returned to its proper storage location.
4. Tools must always be put away when not in use.
5. Oily rags need to be disposed of in specialized containers.
6. Do not mix aluminum and steel shavings in trash. Dispose of shavings and floor sweepings in special containers only.
7. Keep doors to woodshop and machine shops closed.
8. Spillage of oil or chemicals anywhere at TinkerMill must be addressed immediately and comprehensively. Failure to report or completely address the issues, including but not limited to enzyme cleaning, will result in suspension of shop privileges. The use of drop cloths is mandatory where potential spills exist.

### **Emergency Procedure**

1. In case of Fire
  - a. Use a fire extinguisher to put out fire if safe to do so.
  - b. If fire cannot be safely extinguished, evacuate the space and, if safe to do so, activate the fire alarm.
  - c. Call 911 once you have reached safety.
2. In case of emergencies with any powered machine:
  - a. Hit the emergency stop button
  - b. Call 911 immediately.
3. In case of all other emergencies, Call 911 immediately!

**Failure to follow these rules and expectations may be subject to disciplinary action at the discretion of the TinkerMill Board.**

**Membership:** Memberships at TinkerMill grant access to our facilities. Each membership (student, standard, family, and corporate/group) has one vote in all matters requiring membership voting activities (elections, bylaw changes, etc.).

**Membership Type (check appropriate box and include with your membership payment):**

Student/Starving Artist (over 18) full access to facilities (\$25 / month); please check the Slack channel, #volunteer, for opportunities to help TinkerMill's continued operations

Under 18, guardian accompaniment required

Standard Membership full access to the facilities (\$50 / month).

Family Membership full access to the facilities (\$75 / month). (up to 5 members)

Corporate/Group Membership full access to the facilities (\$100 / month). (up to 5 members)

Dedicated space licenses may be available. Please inquire about available spaces with management if you have a need to license dedicated project storage, studio, or office space.

Payments can be made via check, cash, credit card, or PayPal.

Automatically recurring Paypal payments are TinkerMill's preferred payment method and are available at <http://www.tinkermill.org/membership.html>.

First Name*	
Last Name*	
Company (if applicable)	
Email Address*	
Phone Number*	
Street Address*	
City/Town*	
Zip Code*	
Emergency Contact Name	
Emergency Contact Relationship	
Emergency Contact Phone Number	
Emergency Contact Email Address	

**Member understands and agrees to all stated terms and conditions in this document.**

\_\_\_\_\_  
Member Signature\*

Date: \_\_\_\_\_

Over 18?  Yes  No (Guardian required)

\_\_\_\_\_  
Guardian Signature (required if under 18)

Date: \_\_\_\_\_

\_\_\_\_\_  
TinkerMill Signature\*

Date: \_\_\_\_\_

\*required



## Membership and Guest Waiver Agreement

*You have decided to become a member of TinkerMill, a guest of TinkerMill, or you want to participate in a TinkerMill workshop, class, competition, hackathon, LAN party, or other event. In doing so, you, being of sound mind and body, voluntarily accept the responsibility and risks involved. Chances are, nothing even remotely harmful will happen to you, but if it does, you look danger squarely in the eye and say, "Bring it." You might be handling a soldering iron, small bits of metal and electronics, chemicals, sharp and pointy things, hot things, stuff that moves really fast and other tools of the trade and you agree to use these items for good and not for evil. That means being a generally good person and agreeing not to inflict harm on yourself or anyone else. In legal terms (because our Attorney told us we had to):*

***You agree that you are voluntarily joining or visiting TinkerMill, or participating in a TinkerMill activity with knowledge of the risks of doing so, such as the risks of injury, property damage, or death resulting from the use of potentially dangerous tools or materials, even if these risks or hazards are unknown to you, and/or the active or passive negligence of TinkerMill, A Colorado Nonprofit Corporation and its respective officers, directors, employees, and agents (collectively, "we" or "us"). You release us from all liability, claims, damage, or demands arising from or related in any way to being a member or guest of TinkerMill or your participation in any TinkerMill activity.***

***Recordings:*** *There is a chance that we might record events or just goings on (via audio, visual, or audiovisual media). If we do so, you agree to let us use your stunning image and/or voice for any purpose. You release TinkerMill, and its licensees from and waive any claims related to or arising by reason of the making and/or use of any such recordings or if you were just having a bad hair day that particular day, you can't yell at us*

---

Printed Name

Signature

Date

\*waiver content borrowed from SparkFun Electronics and released under CC Attribution